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Trade Number 10092

**FIRST AMENDMENT TO PURCHASE, INSTALLATION AND
MAINTENANCE SERVICE CONTRACT**

**Elite Premier Purchase, Installation and Maintenance
Service**

THIS AMENDMENT made and entered into by and between the **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **Kraus Associates Inc., DBA AK Associates** hereinafter referred to as the "Contractor", 326 Porta Rosa Circle, St. Augustine, FL 32092, as the First Amendment to Purchase, Installation And Maintenance Service Contract for Elite Premier Purchase, Installation and Maintenance.

WHEREAS, the parties entered into the original contract on the 20th day of January, 2009; and

WHEREAS, the equipment installation has been installed and is operational, and the maintenance and warranty period has begun; and

WHEREAS, the parties desire to amend the original contract to revise the payment schedule for maintenance and warranty.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and understanding contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend **SECTION II, 2.**

Costs, B. Payment Schedule as follows:

"B. Payment Schedule

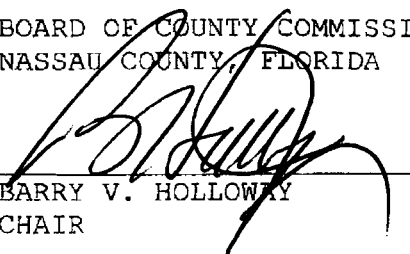
The Contractor shall invoice the County annually for AK Elite Maintenance Service and the Solacom and Plant CML Extended Warranty, as provided above. The Contractor shall invoice the first years' Maintenance Service in two parts. The first invoice will be provided to the County by the Contractor for AK Elite Maintenance upon the successful system Cutover, at which time the first year of maintenance shall commence. The first invoice will prorate the annual amount for the number of months remaining in year 2009. The second invoice shall be provided to the County prior to the end of its 08/09 fiscal year (September 30, 2009), and the second invoice shall be for the months in the next calendar year (2010) which are covered under the annual maintenance or warranties. For subsequent years of maintenance and warranties, the County may pay the lump sum amount annually at the commencement of each maintenance and warranty period. The County's obligation to purchase subsequent maintenance and warranties is dependent on the County's ability to secure funding for the costs, and the County is under no obligation to make those purchases, if for any reason, the County declines to do so."

All other provisions of the original contract shall remain the same and in full force and effect.

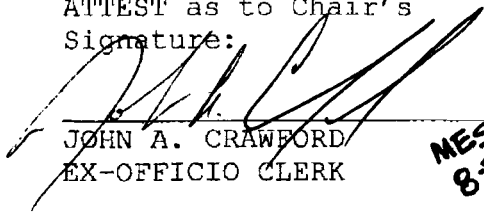
IN WITNESS WHEREOF, the effective date of this Amendment shall be the date of its being signed by the Chair of the

Board of County Commissioners of Nassau County, Florida this
12th day of August, 2009.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

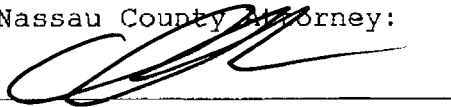

BARRY V. HOLLOWAY
CHAIR

ATTEST as to Chair's
Signature:



JOHN A. CRAWFORD
EX-OFFICIO CLERK


MES
8-26-09

Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN

KRAUSS ASSOCIATES, INC., dba
AK ASSOICATES

By: 
Elaine M. Kraus, President

Attest: 
Print Name: BARBARA CONCANON